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MATSON NAVIGATION COMPANY, INC.

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII

BERT MEYER,

Plaintiff,

vs.

MATSON NAVIGATION COMPANY,  
INC.; and PACIFIC LIVESTOCK,  
INC.,

Defendants.

CIVIL NO. 1:04cv 00049 JMS-BMK  
(In Admiralty)

DEFENDANT MATSON  
NAVIGATION COMPANY, INC.'S  
MOTION FOR SUMMARY  
JUDGMENT AGAINST PACIFIC  
LIVESTOCK, INC.;  
MEMORANDUM IN SUPPORT OF  
MOTION; CERTIFICATE OF  
SERVICE

**DEFENDANT MATSON NAVIGATION COMPANY, INC.'S MOTION  
FOR SUMMARY JUDGMENT AGAINST PACIFIC LIVESTOCK, INC.**

COMES NOW Defendant Matson Navigation Company, Inc.

("Matson Navigation"), by and through its attorneys, Goodsill Anderson Quinn &

Stifel, LLP, and hereby moves this Honorable Court for summary judgment in favor of Matson Navigation to dismiss Pacific Livestock, Inc.'s cross-claim against Matson Navigation and require Pacific Livestock to indemnify Matson Navigation and hold it harmless with respect to the accident (alleged herein) occurring on October 1, 2002.

This Motion is based upon Rules 7 and 56(b) of the Federal Rules of Civil Procedure, Local Rules 7.1, 7.2, 7.3, 7.5, and 56.1, the attached Memorandum in Support of Motion, the Separate and Concise Statement filed concurrently herewith and incorporated herein, and the records, files and pleadings herein and such further affidavits or memoranda that this Court may require or allow.

DATED: Honolulu, Hawaii, February 14, 2006.

/s/ Randolph L.M. Baldemor

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MATSON NAVIGATION COMPANY,  
INC.

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